

CONTINUATION SHEET

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VENDOR:

SECTION F TIME OF DELIVERY

DELIVERIES SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS

ITEM	QUANTITY	DELIVERY REQUIRED
0001	1 EA	04-NOV-29
0002	1 EA	04-NOV-29
0003	1 EA	04-NOV-29
0004	1 EA	04-NOV-29
0005	1 EA	04-NOV-29

52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (JUL 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 252.204-7003, Control of Government Personnel Work Product (Apr 1992)

(ii) 52.232-1, Payments (Apr 1984).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.233-1, Disputes (Jul 2002).

(v) 252.243-7001 Pricing of Contract Modifications (Dec 1991)

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR and DFARS clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

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(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 252.225-7001, Buy American Act and Balance of Payments Program (Apr 2003) (Applies to all contracts for supplies unless an exception is authorized by DFARS 225.1101(2) (i) through (iv)).

(ix) 252.225-7013, Duty-Free Entry (Apr 2003) (Applies to all contracts for supplies except for those supplies that will not enter the customs territory of the United States).

(x) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 252.247-7023, Transportation of Supplies by Sea (May 2002) Alternate III (May 2002) (Applies when transporting any supplies by sea under this contract.)

(2) Listed below are additional clauses that may apply:

(i) 52.204-7, Central Contractor Registration (Oct 2003) (Applies to all contracts unless an exception is authorized by FAR 4.1102(a).)

(ii) 252.204-7004, Alternate A (Nov 2003) (Applies if FAR 52.204-7 is applicable.)

(iii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995) (Applies to contracts over \$25,000).

(iv) 52.211-5 Material Requirements (Aug 2000) (Applies to contracts for supplies that are not commercial items).

(v) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(vi) 252.225-7002, Qualifying Country Sources as Subcontractors (Apr 2003) (Applies if the contract is subject

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to the DFARS clause 252.225-7001, Buy American Act and Balance of Payments Program (see (b) (1) (viii) above)).

(vii) 52.243-1, Changes--Fixed Price (Aug 1987) (Applies to fixed-price contracts for supplies).

(viii) 52.243-1, Changes--Fixed Price (Aug 1987) Alternate I (Apr 1984) (Applies to fixed price contracts for services, other than architect-engineer or other professional services, and no supplies are to be furnished).

(ix) 52.243-1, Changes--Fixed Price (Aug 1987) Alternate II (Apr 1984) (Applies to fixed price contracts for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished).

(x) 52.243-1, Changes--Fixed Price (Aug 1987) Alternate V (Apr 1984) (Applies to fixed price contracts for research and development).

(xi) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).

(xii) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(xiii) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (Applies if the contract amount is expected to be over \$2,500 and the contract is subject to the clause 52.222-41, "Service Contract Act of 1965, As Amended" (see (b) (1) (vi) above)).

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage--Fringe Benefits
_____	_____
_____	_____
_____	_____

(xiv) 52.246-11 Higher-Level Contract Quality Requirement (Feb 1999) (Applies to contracts when the contracting officer finds it is in the Governments interest to require that higher-level quality standards be maintained and such standards are selected and identified in the clause).

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

	Title	Number	Date	Tailoring
*	_____	_____	_____	_____
*	_____	_____	_____	_____
*	_____	_____	_____	_____
*	_____	_____	_____	_____

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

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(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses - <http://www.arnet.gov/far/>
DFARS clauses - <http://www.acq.osd.mil/dp/dars/dfars.html>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such

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termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.232-36 Payment by Third Party (May 1999)

(a) General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) Contractor payment request. In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

Your quotation must include the following information:

Price list number and date

or

Cost breakdown by direct labor (list categories, hours

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and pay rates). In addition to the direct rates, provide the applicable indirect information (G&A), overhead, facilities capital cost of money (FCCM) and profit.

or

Applicable General Services Administration (GSA) contract number.

If unable to quote FOB, Destination, please complete the following:

FOB Point _____

Estimated Shipping Charge _____

Business size:

Large _____ Small _____ Nonprofit _____

Cage Code _____

Tax Identification Number (TIN) _____

DUNNS _____

ELIGIBILITY REQUIREMENTS

All contractors and individuals doing business with the Federal Government must be registered at the Contractor Central Registration Database located at:
<http://ccr.dlsc.dla.mil/>.

ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS

All contract award and contract modification documents will be distributed electronically using the Navy Air Force Interface (NAFI) system. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader software. This is a free software that may be downloaded at:

<http://www.adobe.com/products/acrobat/readstep.html>

Provide the following information that will be used to make electronic distribution for any resultant contract:

Name of Point of Contact to Receive
Distribution _____

Phone Number for Point of Contact _____

E-Mail Address for Receipt of Distribution _____

USE OF THE GOVERNMENTWIDE COMMERCIAL PURCHASE CARD

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Will you accept the Governmentwide Commercial Purchase Card as a method of purchasing supplies and/or services.

Yes

No

Will you accept the Governmentwide Commercial Purchase Card as a method of payment for your invoice.

Yes

No

DUTY FREE ENTRY

Will any materials being shipped to the Government require a duty-free entry certificate for foreign supplies.

Yes

No

If yes, please include dollar amount \$ _____

High Performance Research FTIR Spectrometer

I. General System Description

The Fourier Transform infrared spectrometer must be high performance, optically flexible, rugged and user serviceable. The instrument is to be operated using vendor supplied software on a standard IBM compatible PC computer. The software must operate under Microsoft Windows 2000, or Windows XP. The instrument must incorporate a modular system design and be fully upgradeable to accommodate potential future applications in near- and far-infrared spectroscopy. The instrument must be upgradeable to accommodate a GC-IR interface, a TGA-IR interface, and/or an FT-Raman Accessory or an infrared microscope. The system must also be field upgradeable to do step scanning and other dual channel measurements.

1. The system shall be a benchtop FT-IR spectrometer requiring no external utilities other than 120/220 VAC power.
2. The system shall be sealed and desiccated to protect the hygroscopic internal optics (including the beamsplitter and detector window) from moisture.
3. The spectrometer manufacturer must possess ISO 9001 certification for the manufacturing facility where the spectrometer is produced.
4. The spectrometer shall be operated using vendor-supplied software on a standard IBM compatible Pentium PC computer or a laptop computer, connected through an USB 2.0 interface. All data processing functions are to be performed using the PC computer.

II. Performance Specifications

1. Resolution: The standard resolution of the spectrometer shall be better than 0.50 cm^{-1} apodized (Triangular or Happ-Genzel) measured full width at half height (FWHH) using a gas sample of CO at 4 torr pressure.
2. Spectral Range: The standard mid-infrared spectral range must be $7400 - 350\text{ cm}^{-1}$.
3. Signal-to-Noise Ratio: The spectrometer shall be capable of achieving a signal-to-noise ratio of better than 45,000:1 peak-to-peak in a one minute measurement time at 4 cm^{-1} resolution with triangular apodization using a KBr beamsplitter and TGS detector.
4. ASTM Linearity: The spectrometer shall provide less than 0.07% deviation from 0.0%T (100%-0% scaling) for the optically thick peaks in 3 mil thick polystyrene when measured at 4 cm^{-1} resolution.

III. Accessories

1. The system must be compatible with all commercial accessories currently available from third party accessory manufacturers.

IV. System Software

1. The software must be fully compatible with Microsoft Windows 2000 and/or Windows XP. True multitasking in which searching, plotting, word processing, data collection etc., can be performed simultaneously is required. The software must support dynamic data exchange of infrared spectra through Windows cut, copy and paste. The Windows undo function must also be present. Systems operating under OS/2 or proprietary operating systems are not acceptable.
2. A real time display of a fully ratioed spectrum, single beam curve or interferogram at full resolution is required during data collection.

V. Installation, Warranty and Service

1. Installation must be performed by factory trained service personnel.
2. The system must be warranted for one year from the date of installation.
3. The interferometer and mid-infrared source must be covered by a full five year warranty.
4. Local on-site service must be available.

IR Microscope Specifications

I. General System Description

1. The infrared microscope must be designed for a multi-user environment and maximum versatility. Therefore, the microscope must have the capability of visual viewing and infrared collection simultaneously. The visual image must be live and in real-time. In addition, the microscope optical design must be infinity corrected with parallel, coaxial IR and visible light beams for the highest visual and infrared image quality.
2. The system must be equipped with Reflex aperture for pre- and post sample masking sample to minimize diffraction effects from a single viewer. For maximum ease-of-use, the pre- and post-aperture mask must be physically the same aperture. Standard motorized control of X, Y and θ positioning of the aperture must be included. The aperture sizing must be able to be set from a live video image of the sample on the PC monitor.
3. The system must be supplied with a trinocular viewer. In addition, the system must be supplied with a color video camera, video capture board, associated optics, and cables. This video capture board must reside in the PC and allow a real-time display of a video image on the PC screen. Software must be supplied that allows annotation, measuring, storing and printing of the video image. Also, the software must allow control of the aperture sizing and rotation.
4. The system must be able to utilize an optional grazing angle objective. Grazing angle measurements have the sensitivity necessary for measuring samples down to monolayer thickness.
5. The system must be able to utilize an optional ATR objective for use exclusively on the infrared microscope. In addition, an applied force feedback device must be supplied when the ATR option is selected. This device allows the use of opaque ATR crystals. It allows quantitative sample/crystal contact and prevents possible damage to the crystal or sample by applying too much pressure. The minimum ATR crystal offerings must be ZnSe, Ge, Si and Diamond.
6. The microscope must be outfitted with a 0.25mm MCT detector. The dewar must be manufactured out of stainless steel and guaranteed to be free from artifacts due to icing. The dewar must provide a hold time of up to 18 hours for unattended overnight operation. The minimum spectral range of this detector must be to 600 cm^{-1} .